

Land Bank Board of Trustees Meeting

April 05, 2016

City Commission Room, 701 N. Jefferson, Junction City KS 66441

**Mick McCallister
Jim Sands
Phyllis Fitzgerald
Pat Landes
Michael Ryan**

1. 6:30 P.M. - CALL TO ORDER:

2. NEW BUSINESS:

- [a.](#) Consideration of Land Bank Minutes for March 15, 2016 Meeting. (p.2)
- [b.](#) Consideration of the Offer from Don Boyer Sr. to Purchase a lot in 14th Street Commons. (p.4)
- [c.](#) Consideration of the Offer from Joseph and Karen Bauer to Purchase a lot in Skyline Drive Addition Unit No. 3. (p.20)
- [d.](#) Consideration of Request from KDOT for right-of-way and temporary easement of Land Bank Property. (p.32)
- [e.](#) Discuss the Marketing of Land Bank Lots. (p.54)

3. ADJOURNMENT:

Land Bank Board of Trustees Meeting

Backup material for agenda item:

- a. Consideration of Land Bank Minutes for March 15, 2016 Meeting.

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

March 15, 2016

6:45 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, March 15, 2016 with Chairman Mick McCallister presiding.

The following members of the Land Bank were present: Mick McCallister, Michael Ryan, Pat Landes Via Phone, Jim Sands and Phyllis Fitzgerald. Staff present was: Allen Dinkel, Cheryl Beatty, and Brenda Agriesti.

NEW BUSINESS

Land Bank Minutes for February 16, 2016 were presented for consideration. Trustee Ryan moved to approve Land Bank Minutes for February 16, 2016, seconded by Trustee Fitzgerald. Ayes: McCallister, Ryan, Landes, Sands and Fitzgerald. Nays: None. Motion carried.

The offer from Joseph and Karen Bauer to acquire Lot 1, Block 4, Skyline Drive Addition Unit No. 3 at the southwest corner of Cypress and Shamrock was presented. The original offer was rejected but the Board countered for them to pay all legal closing costs. Trustee Landes moved to approve the counteroffer for Joseph and Karen Bauer to acquire Lot 1, Block 4, Skyline Drive Addition Unit No. 3 at the southwest corner of Cypress and Shamrock to include them paying all legal closing costs, seconded by Trustee Ryan. Ayes: McCallister, Ryan, Landes, Sands and Fitzgerald. Nays: None. Motion carried.

The offer from Don Boyer to purchase two Land Bank lots (Lots 1 and 2, Block 2, 14th Street Commons) was presented. There was discussion on the price of the lots to be \$5,000 each but no action was taken.

ADJOURNMENT

Trustee Fitzgerald moved, seconded by Trustee Sands to adjourn at 7:00 p.m. Ayes: McCallister, Ryan, Landes, Sands and Fitzgerald. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 5TH DAY OF APRIL AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR MARCH 15, 2016.

Shawna Settles, Secretary

Mick McCallister, Chairman

Land Bank Board of Trustees Meeting

Backup material for agenda item:

- b. Consideration of the Offer from Don Boyer Sr. to Purchase a lot in 14th Street Commons.

City of Junction City
Land Bank Board of Trustees/City Commission
Agenda Memo

April 5, 2016

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: Land Bank Board of Trustees/City Commission & Allen Dinkel, City Manager

Subject: Offer to Purchase Land Bank Lot – Don Boyer, Sr. – 14th Street Commons

Issue: Consideration of the Acceptance of the Offer to Purchase one Land Bank lots (Lot 1, Block 2, 14th Street Commons).

Explanation of Issue: The Junction City Land Bank received a written offer from Don Boyer, Sr., on March 11, 2016, to purchase two Land Bank lots in the 14th Street Commons Addition (Lots 1 and 2, Block 2, 14th Street Commons). The offer is to purchase each lot for \$1,000.00, for a total of \$2,000.00.

The Land Bank Board of Trustees rejected that offer on March 15, 2016, and countered for the lots to sell at \$5,000.00 each.

Mr. Boyer subsequently submitted a written offer to accept the counter offer for one lot only. His written offer is attached.

Staff Recommendation: Staff recommends the Land Bank Board of Trustees accept the offer from Don Boyer, Sr. to purchase Lot 1, Block 2, 14th Street Commons for \$5,000.00. This action is in the form of a Resolution, a copy of which is attached.

Suggested Motion:

Trustee _____ moved the Junction City Land Bank Board of Trustees adopted Resolution No. 2-2016, accept the offer from Don Boyer, Sr., to purchase Lot 1, Block 2, 14th Street Commons, for \$5,000.00.

Trustee _____ seconded the motion.

Enclosures:

Offer from Don Boyer, Sr., with aerials and other information on property.
Resolution No. 2-2016
Notice of Sale Publication
Special Warranty Deed


Don Boyer
128 Grant Ave.
Junction City, Ks.
Cell 226-1735
Fax 762-4060

March 21, 2016

TO THE CITY OF JUNCTION CITY:

We are accepting Junction City's counter offer of five thousand dollars (5,000.00) for lot 1 Block 2- 14th Street Commons Addition. Lot address 1780 14th Street Place.

Don Boyer



RECEIVED
MAR 21 2016
Junction City/Geary County
Planning and Zoning

RESOLUTION NO. 2-2016

A RESOLUTION APPROVING CONTRACT OF PURCHASE, DIRECTING NOTICE OF SALE AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND BANK TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING PROPERTY TO DON BOYER, SR.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND BANK, THAT:

1. The Contract of Purchase between the Junction City Land Bank and Don Boyer, Sr., in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed conveying Lot 1, Block 2, 14th Street Commons Addition, Junction City, Geary County, Kansas, to Don Boyer, Sr.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 5th DAY OF APRIL, 2016.

Mick McCallister, Chairman

ATTEST:

Shawna Settles, Secretary

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (“**Contract**”) is made and entered into as of this April 5, 2016, by and between LAND BANK OF THE CITY OF JUNCTION CITY, KANSAS (“**Land Bank**”) and DON BOYER, 128 Grant Avenue, Junction City, KS 66441 (“**Buyer**”).

WITNESSETH:

WHEREAS, Land Bank desires to sell to Buyer and Buyer desires to purchase from Land Bank that certain real property and the improvements situated thereon on the terms and conditions hereinafter more fully set out.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Land Bank and Buyer agree as follows:

1. PROPERTY. Subject to the terms and the provisions of this Contract, Land Bank agrees to sell to Buyer, and Buyer agrees to purchase from Land Bank the following described property (“**Property**”):

Lot 1, Block 2, 14th Street Commons Addition, Junction City, Geary County, Kansas

SUBJECT TO all provisions, conditions, easements, restrictions, rights-of-way, covenants, encumbrances, obligations, liabilities, and other matters of record, and to all zoning, building or other laws or ordinances, and to any matters which would be shown by an accurate survey or inspection of the property (“**Permitted Encumbrances**”).

2. PRICE. The purchase price is \$5,000.

- (a) The Buyer hereby tenders as a deposit payable to the Land Bank, the amount of \$500, representing the ten percent (10%) of the purchase price (“**Earnest Deposit**”).
- (b) The balance of said purchase price in the amount of \$4,500 shall be paid in certified or wired funds at Closing.

3. TITLE INSURANCE. Within twenty-one (21) days of the date of this Contract, Land Bank shall deliver to Buyer a title insurance commitment (the “**Commitment**”) from First American Title Insurance Company, issued through its agent, Junction City Abstract & Title Company (the “**Title Company**”) in which the Title Company will commit to issue to Buyer a standard ALTA owner’s policy of title insurance at the closing in the amount of the Purchase Price (the “**Owner’s Policy**”), subject only to the existing special assessments for public improvements and any master declarations of covenants and restrictions which encumber the 14th Street Commons Addition. Buyer shall have ten (10) days after delivery of the Commitment to examine it and to advise Land Bank in writing of any objections which Buyer may have to the state of title as shown therein. If Land Bank does not receive from Buyer a written notice setting forth any permitted objections within the ten-day period, then Buyer will be irrevocably deemed

to have accepted the state of title as shown on the Commitment. If Buyer makes a permitted objection, Land Bank shall have the option (but not an obligation) of correcting the objection. Land Bank shall have until the Closing Date (defined hereinafter) to correct the same. In the event Land Bank opts not to correct Buyer's objection(s) and Buyer does not waive any such objection(s), this Contract shall terminate, and neither party shall have any further obligations hereunder, and the Earnest Deposit shall be refunded to Buyer. After the closing the Title Company shall issue to Buyer the Owner's Policy in the amount of the Purchase Price.

4. SPECIAL ASSESSMENTS. The Buyer's obligation to purchase the Property is conditioned upon the City Commission of Junction City approving an ordinance re-spreading all unpaid City special assessments against the Property in 20 year installments commencing with 2016. If this condition is not satisfied, as its sole remedy Buyer may terminate this Contract and the Earnest Deposit shall be refunded to Buyer.

5. INSPECTIONS AND INVESTIGATIONS. Buyer acknowledges that it has performed all inspections and made all investigations of matters relating to the Property, including but not limited to zoning, land use, tax and special assessment matters, that any information provided or made available or to be provided or made available to Buyer by Land Bank, or its agents, representatives, or others were provided or made available solely as a courtesy, and that the Buyer has the sole responsibility for determining the existence or nonexistence of any fact material to Buyer's decision to purchase the Property. Buyer shall be solely responsible for arranging and paying for the extension of gas and electric utility mains to serve the Property.

6. AS IS. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER WILL HAVE, AS OF CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY, MATTERS RELATING TO TAXES AND SPECIAL ASSESSMENTS, ZONING AND LAND USE MATTERS, AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, THE LOCATION, INTEGRITY AND LAWFUL PRESENCE OF ALL STRUCTURES AND IMPROVEMENTS, THE LOCATION AND CAPACITY OF ALL UTILITY SERVICES, THE EXISTENCE OF SOIL INSTABILITY, SOIL REPAIRS, AND ANY OTHER SOIL CONDITIONS, SUFFICIENCY OF UNDERSHORING AND DRAINAGE, THE EXISTENCE OF ANY FLOOD PLAINS OR FLOOD HAZARDS OR SIMILAR CONDITIONS, EVERY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE SUBJECT PROPERTY AND ITS ENVIRONMENTAL CONDITION, AND THAT BUYER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. BUYER ACKNOWLEDGES THAT LAND BANK HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

7. CLOSING. Closing of the sale (“**Closing**”) will be May 31, 2016, or such earlier date as agreed to by Buyer and Land Bank (“**Closing Date**”). At Closing:

- (a) Land Bank shall deliver a Special Warranty Deed to Buyer, subject to the Permitted Encumbrances.
- (b) Buyer shall deliver the cash amount described in Section 2 above, delivered by cashier’s check or wire transfer to Land Bank’s bank pursuant to instructions given by Land Bank.
- (c) The parties shall jointly sign and deliver a closing statement.
- (d) Buyer shall pay for the premium for the Owner’s Policy, recording the Deed, and recording any other documents related to Buyer’s financing (if any) regarding the purchase of the Property, and any closing fee or other fees charged by the Title Company
- (e) Possession of the property shall be given to Buyer at Closing.

8. FAILURE TO CLOSE AND REMEDIES.

- (a) If the conditions to closing have been satisfied and Buyer has tendered the purchase price but Land Bank fails to deliver the deed to Buyer at Closing, Buyer’s sole remedy shall be the return of the Earnest Deposit.
- (b) If Land Bank has tendered the deed but Buyer fails to deliver the balance of the purchase price to Land Bank at Closing, Land Bank’s sole remedy shall be to retain the Earnest Deposit.

9. RELEASE. Subject to Section 8 hereof, Buyer, for and on behalf of itself, and its heirs, successors, and/or assigns, hereby releases and agrees to hold harmless the Land Bank, the City of Junction City, Kansas, Geary County, Kansas, their respective boards, elected officials, officers and employees, from and against any and all claims that it may now or hereafter have against any of them for any cost, loss, liability, damage, expense, demand, claim, or cause of action arising or alleged to have arisen from or relating to any defect or condition, including environmental matters, affecting the Property or any portion thereof. The hold-harmless provisions of this section shall survive the Closing.

10. MISCELLANEOUS.

- (a) All terms, covenants, conditions and provisions herein contained, including all conditions of sale shall extend to and be binding upon the parties, their assignees, heirs, devisees, personal representatives or other successors in interest, irrespective of how said interest was acquired.
- (b) This instrument contains the entire agreement between Land Bank and Buyer. All understandings, conversations and communications, oral or written, between the

parties hereto, or on behalf of either of them, are merged into and superseded by this instrument and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

DON BOYER

LAND BANK OF JUNCTION CITY, KANSAS

Mick McCallister, Chairman
Land Bank Board of Trustees

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot 1, Block 2, 14th Street Commons Addition, Junction City, Geary County, Kansas

Lot 1, Block 4, Skyline Drive Addition Unit No. 3, Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.

/s/ Shawna Settles
Land Bank Secretary
April 5, 2016

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of May, 2016, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Don Boyer, 128 Grant Avenue, Junction City, KS, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Five Thousand and no/100 Dollars (\$5,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot 1, Block 2, 14th Street Commons Addition, Junction City, Geary County, Kansas.

Subject, however, to special assessments for 2016 and later years as described in Ordinance No. S-3176, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and subject to all easements, reservations, declarations, restrictions, covenants, agreements, rights-of-way, liens, and encumbrances of record, and subject also to the lien of real estate taxes for 2016 and subsequent years.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And Grantor, for Grantor's heirs, executors or administrators, do hereby covenant, promise and agree to and with Grantee that, at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind, except as set forth above, by, through, or under Grantor, and that Grantor will warrant and forever defend said interest unto Grantee and Grantee's successors and assigns against Grantor, and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this document the day and year first above written.

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Mick McCallister, Chairman
Land Bank Board of Trustees

ATTEST:

Shawna Settles, Secretary
Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2016, before me, a Notary Public in and for said state, personally appeared Mick McCallister, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

**NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE**

My Commission expires:

Don Boyer
128 Grant Ave.
Junction City, Ks.
Cell 226-1735
Fax 768-4060

Lot 1, Block 2, 14th Street Commons

March 11, 2016

TO THE CITY OF JUNCTION CITY:

Lot 2, Block 2,

I am offering the city one thousand dollars (\$1000.00) for "Lot 1 Mosher Addition" address 1780 - 14th Street Place Junction City, Ks., and offering one thousand dollars (\$1000.00) for "Lot 2 Mosher Addition" address 1714 - 14th Street Place Junction City, Ks.

We will close and begin construction as soon as the paper work can be completed.

A picture of purposed house to be built is provided by Redel Construction.

Don Boyer



RECEIVED
MAR 11 2016

Junction City/Geary County
Planning and Zoning

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PRIMARY STYLE: Traditional
BEDROOMS: 3
BATHS: 2
STORIES: 1
GARAGE BAYS: 2
LIVING AREA: 1,310 sq. ft.
WIDTH/DEPTH: 55' x 43'



[Calculate Cost to Build](#)

[Modify Plan](#)

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About this plan

Keywords: Traditional , 3 Bedroom , 1 Story

Primary Style Traditional	Bedrooms: 3
	Baths: 2
Living Area: 1,310 sq.ft.	Width: 55'
Foundation: Crawlspace, Slab	Depth: 43'
	Stories: 1
Styles: Ranch Country Traditional	Garage Bays: 2

Select and Purchase Your Plan

Modifiable Plans

Reproducible Master More Information	\$1,130	I plan to make changes to this design. 80% of people do! Save time and money in the long run.
PDF More Information	\$1,050	
CAD - AutoCAD More Information	\$1,615	

Unmodifiable Plans

5 Copy Construction Set More Information	\$915	I plan to build this design as is.
1 Copy Study Set More Information	\$850	I need to research this more before investing in a set of plans.

[SAVED](#)

[Calculate Cost to Build](#)

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[BUY !](#)

Terry Redel
Carpenter

Redel Construction Inc.
Over 20+ years experience

Serving
Junction City
Manhattan Areas

redconinc@aol.com
www.deckdesignsonline.com

785-979-8236

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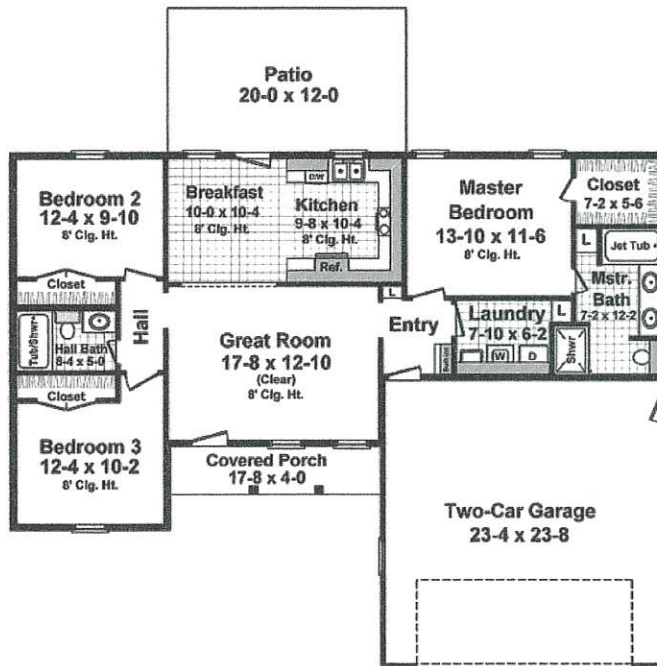
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Level 1



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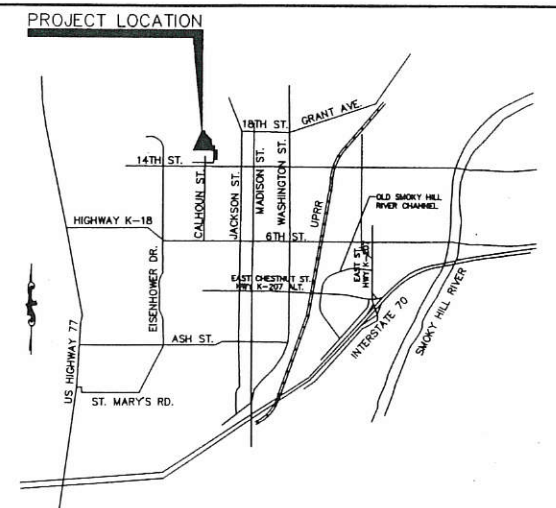
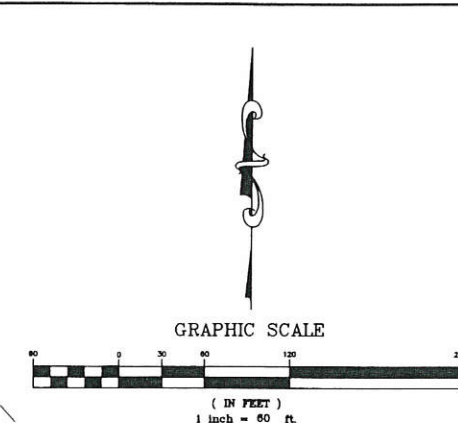
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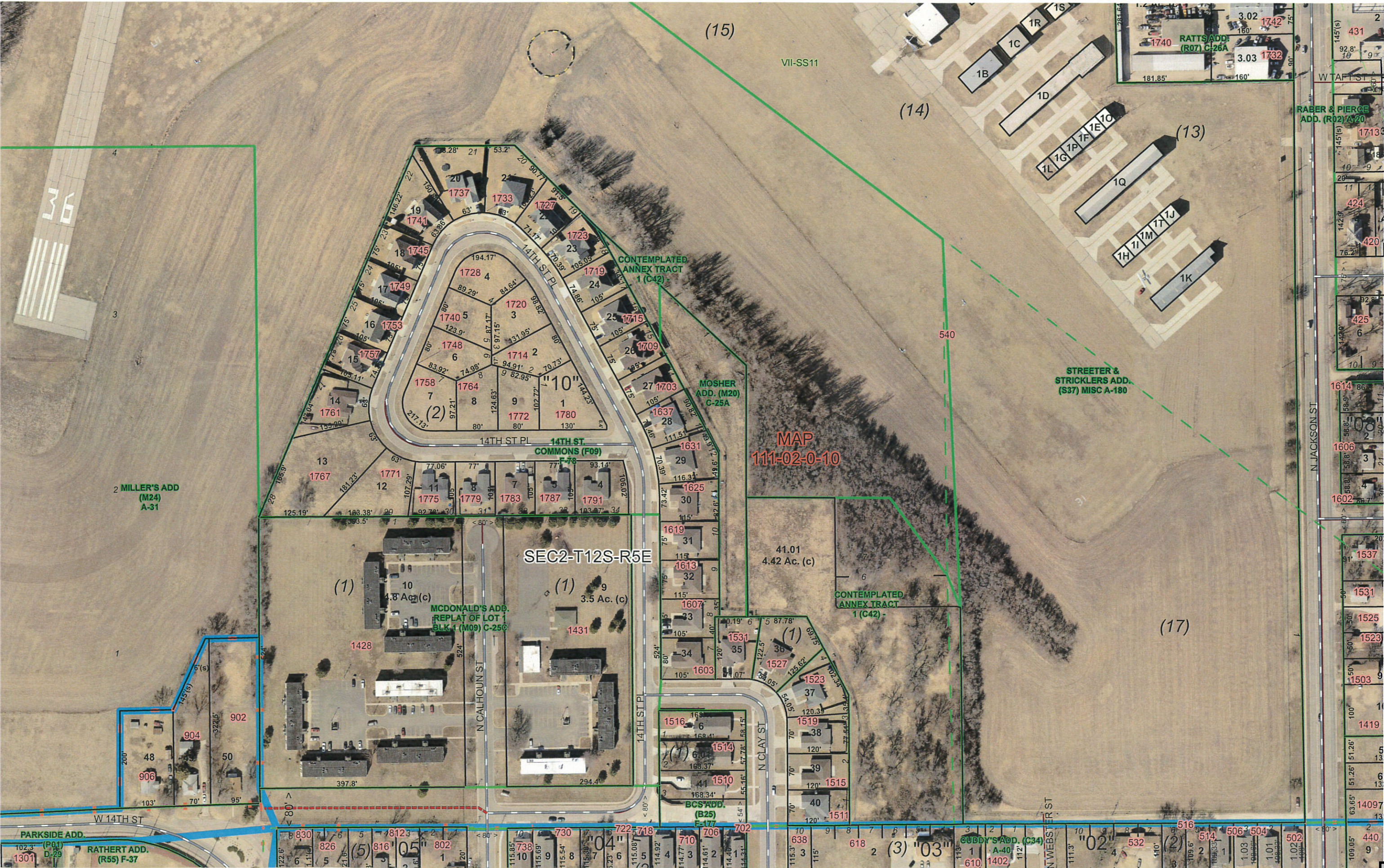


- LEGEND**
- △ SECTION CORNER FOUND, RECOVERED FROM COUNTY ENGINEERS RECORDS
 - 1/2" X 24" BAR W/ CLS #20 CAP SET IN CONCRETE
 - 1/2" X 24" BAR W/ CLS #20 CAP SET
 - ① LOT NUMBER
 - SF SQUARE FEET

CURVE	CHORD BEARING	CHORD	LENGTH	TANGENT	RADIUS	DELTA
C1	N 45°29'57" W	70.71'	78.54'	50.00'	50.00'	90°00'00"
C2	N 45°29'57" W	113.14'	125.66'	80.00'	80.00'	90°00'00"
C3	N 14°26'59" W	132.60'	133.92'	68.31'	275.00'	27°54'04"
C4	N 36°47'31" W	80.27'	80.55'	40.57'	275.00'	16°46'59"
C5	S 78°51'26" W	124.30'	146.50'	111.02'	75.00'	111°55'08"
C6	S 78°51'26" W	174.01'	205.10'	155.43'	105.00'	111°55'08"
C7	S 78°51'26" W	107.72'	126.97'	96.22'	65.00'	111°55'08"
C8	S 33°48'03" E	125.37'	148.44'	114.17'	75.00'	113°23'49"
C9	S 33°48'03" E	175.52'	207.81'	159.84'	105.00'	113°23'49"
C10	S 33°48'03" E	91.94'	108.85'	83.72'	55.00'	113°23'49"

LINE	BEARING	LENGTH
L1	S 89°30'03" W	33.25'
L2	S 00°29'57" E	110.00'
L3	N 00°29'57" W	35.26'
L4	S 89°30'03" W	25.89'
L5	S 07°26'44" W	101.07'
L6	N 07°26'44" E	100.07'
L7	S 89°30'03" W	123.88'

FINAL PLAT
14TH STREET COMMONS
 A REPLAT OF A PORTION OF
 LOT 1, BLOCK 1, MOSHER ADDITION
 AND UNPLATTED LAND
 AN ADDITION
 TO
 JUNCTION CITY, KANSAS
 KAW VALLEY ENGINEERING, INC.
 2319 NORTH JACKSON - PO BOX 1304
 JUNCTION CITY, KANSAS 66441
 785-782-5040



Land Bank Board of Trustees Meeting

Backup material for agenda item:

- c. Consideration of the Offer from Joseph and Karen Bauer to Purchase a lot in Skyline Drive Addition Unit No. 3.

City of Junction City
Land Bank Board of Trustees/City Commission
Agenda Memo

April 5, 2016

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: Land Bank Board of Trustees/City Commission & Allen Dinkel, City Manager

Subject: Offer to Purchase Land Bank Lot – Joseph and Karen Bauer – 849 Cypress

Issue: Consideration of the Acceptance of the Offer to Purchase the Land Bank lot (Lot 1, Block 4, Skyline Drive Addition Unit No. 3).

Explanation of Issue: The Junction City Land Bank received a written offer from Joseph and Karen Bauer on March 1, 2016, requesting the Land Bank to agree to deed them the platted lot immediately east of their property (Lot 1, Block 4, Skyline Drive Addition Unit No. 3), with the only cost to the Bauer's being the costs of closing not to exceed \$250.00. The Land Bank authorized this to move forward, subject to the City Attorney preparing the documents necessary to consummate the transaction.

Following discussion with the Bauer's, they do not desire title insurance; therefore, those costs from JCAT will not be necessary. The City Attorney has prepared an Offer to Purchase this lot for \$300.00, which covers the City Attorney's costs to prepare all the documents and the recording costs to record the deed.

Background:

This particular lot, as can be seen by the attached maps and plats, is almost completely encumbered with an easement on which Westar maintains its electric transmission line. As a result, it is virtually impossible for any dwellings or other structures to be constructed. There had been discussions of this being the "logical" way in which to dispose of this lot.

The Land Bank received title to this land because it was a larger part of the property owned by the "developer" associated with the Deer Creek Addition development (JCTD). For whatever reason, JCTD owned this property in its portfolio of property in Junction City that was included in the entirety of the land included in the Tax Sale a few years ago. It DOES NOT have any special assessments associated with it, therefore no action will be required by the City on outstanding specials.

Staff Recommendation: Staff recommends the Land Bank approve the documents prepared by the City Attorney to consummate this transaction.

Suggested Motion:

Trustee _____ moved the Junction City Land Bank Board of Trustees adopted Resolution No. 3-2016, accept the offer from Joseph and Karen Bauer, to purchase Lot 1, Block 4, Skyline Drive Addition Unit No. 3, for \$300.00.

Trustee _____ seconded the motion.

Enclosures:

Offer from Bauer's, with aerials and other information on property.
Resolution No. 3-2016
Notice of Sale Publication
Special Warranty Deed

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (“**Contract**”) is made and entered into as of this April 5, 2016, by and between LAND BANK OF THE CITY OF JUNCTION CITY, KANSAS (“**Land Bank**”) and JOSEPH BAUER AND KAREN BAUER, 849 Cypress Street, Junction City, KS 66441 (“**Buyer**”).

WITNESSETH:

WHEREAS, Land Bank desires to sell to Buyer and Buyer desires to purchase from Land Bank that certain real property and the improvements situated thereon on the terms and conditions hereinafter more fully set out.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Land Bank and Buyer agree as follows:

1. PROPERTY. Subject to the terms and the provisions of this Contract, Land Bank agrees to sell to Buyer, and Buyer agrees to purchase from Land Bank the following described property (“**Property**”):

**Lot 1, Block 4, Skyline Drive Addition Unit No. 3, Junction City,
Geary County, Kansas.**

SUBJECT TO all provisions, conditions, easements, restrictions, rights-of-way, covenants, encumbrances, obligations, liabilities, and other matters of record, and to all zoning, building or other laws or ordinances, and to any matters which would be shown by an accurate survey or inspection of the property (“**Permitted Encumbrances**”).

2. PRICE. The purchase price is \$300, payable upon Closing.

3. INSPECTIONS AND INVESTIGATIONS. Buyer acknowledges that it has performed all inspections and made all investigations of matters relating to the Property, including but not limited to zoning, land use, tax and special assessment matters, that any information provided or made available or to be provided or made available to Buyer by Land Bank, or its agents, representatives, or others were provided or made available solely as a courtesy, and that the Buyer has the sole responsibility for determining the existence or nonexistence of any fact material to Buyer's decision to purchase the Property. Buyer shall be solely responsible for arranging and paying for the extension of gas and electric utility mains to serve the Property.

4. AS IS. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER WILL HAVE, AS OF CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY, MATTERS RELATING TO TAXES AND SPECIAL ASSESSMENTS, ZONING AND LAND USE MATTERS, AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE

PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, THE LOCATION, INTEGRITY AND LAWFUL PRESENCE OF ALL STRUCTURES AND IMPROVEMENTS, THE LOCATION AND CAPACITY OF ALL UTILITY SERVICES, THE EXISTENCE OF SOIL INSTABILITY, SOIL REPAIRS, AND ANY OTHER SOIL CONDITIONS, SUFFICIENCY OF UNDERSHORING AND DRAINAGE, THE EXISTENCE OF ANY FLOOD PLAINS OR FLOOD HAZARDS OR SIMILAR CONDITIONS, EVERY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE SUBJECT PROPERTY AND ITS ENVIRONMENTAL CONDITION, AND THAT BUYER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. BUYER ACKNOWLEDGES THAT LAND BANK HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

5. CLOSING. Closing of the sale ("**Closing**") will be May 5, 2016, or such earlier date as agreed to by Buyer and Land Bank ("**Closing Date**"). At Closing:

- (a) Land Bank shall deliver a Special Warranty Deed to Buyer, subject to the Permitted Encumbrances.
- (b) Buyer shall deliver the cash amount described in Section 2 above, delivered by check or wire transfer to Land Bank's bank pursuant to instructions given by Land Bank.
- (c) Possession of the property shall be given to Buyer at Closing.

6. FAILURE TO CLOSE AND REMEDIES.

- (a) If the conditions to closing have been satisfied and Buyer has tendered the purchase price but Land Bank fails to deliver the deed to Buyer at Closing, Buyer's sole remedy shall be the return of the Purchase Price.
- (b) If Land Bank has tendered the deed but Buyer fails to deliver the balance of the purchase price to Land Bank at Closing, Land Bank's sole remedy shall be to retain the Purchase Price.

7. RELEASE. Subject to Section 6 hereof, Buyer, for and on behalf of itself, and its heirs, successors, and/or assigns, hereby releases and agrees to hold harmless the Land Bank, the City of Junction City, Kansas, Geary County, Kansas, their respective boards, elected officials, officers and employees, from and against any and all claims that it may now or hereafter have against any of them for any cost, loss, liability, damage, expense, demand, claim, or cause of action arising or alleged to have arisen from or relating to any defect or condition, including environmental matters, affecting the Property or any portion thereof. The hold-harmless provisions of this section shall survive the Closing.

8. MISCELLANEOUS.

- (a) All terms, covenants, conditions and provisions herein contained, including all conditions of sale shall extend to and be binding upon the parties, their assignees, heirs, devisees, personal representatives or other successors in interest, irrespective of how said interest was acquired.
- (b) This instrument contains the entire agreement between Land Bank and Buyer. All understandings, conversations and communications, oral or written, between the parties hereto, or on behalf of either of them, are merged into and superseded by this instrument and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

Joseph Bauer

Karen Bauer

LAND BANK OF JUNCTION CITY, KANSAS

Mick McCallister, Chairman
Land Bank Board of Trustees

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2016, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and JOSEPH BAUER AND KAREN BAUER, 849 Cypress Street, Junction City, KS 66441, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Three Hundred and no/100 Dollars (\$300.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

**Lot 1, Block 4, Skyline Drive Addition Unit No. 3, Junction City,
Geary County, Kansas**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And Grantor, for Grantor's heirs, executors or administrators, do hereby covenant, promise and agree to and with Grantee that, at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind, except as set forth above, by, through, or under Grantor, and that Grantor will warrant and forever defend said interest unto Grantee and Grantee's successors and assigns against Grantor, and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this document the day and year first above written.

GRANTOR

JUNCTION CITY LAND BANK

By: _____

Mick McCallister, Chairman
Land Bank Board of Trustees

ATTEST:

Shawna Settles, Secretary
Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2016, before me, a Notary Public in and for said state, personally appeared Mick McCallister, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

**NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE**

My Commission expires:

To whom it may concern,

1 March 2016

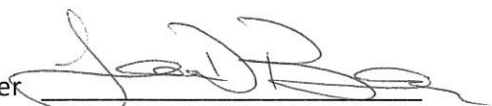
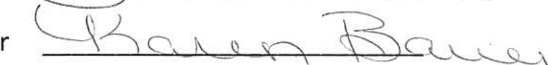
We , Joseph and Karen Bauer , Live at 849 Cypress St Junction City Kansas 66441 and are interested in acquiring the piece of property to the east of our residence on the corner of Cypress and Shamrock that is currently owned by The Junction City Land Bank (Skyline Drive ADD. Unit No 3(S14) D-34A). We also own the property to the immediate west of the land we are attempting to purchase. We are willing and agree to pay the \$250.00 closing cost for the land as discussed with Dave Yearout. If any other information is needed please feel free to contact us.

Joseph Bauer -785-304-6851

Karen Bauer - 785-307-2243

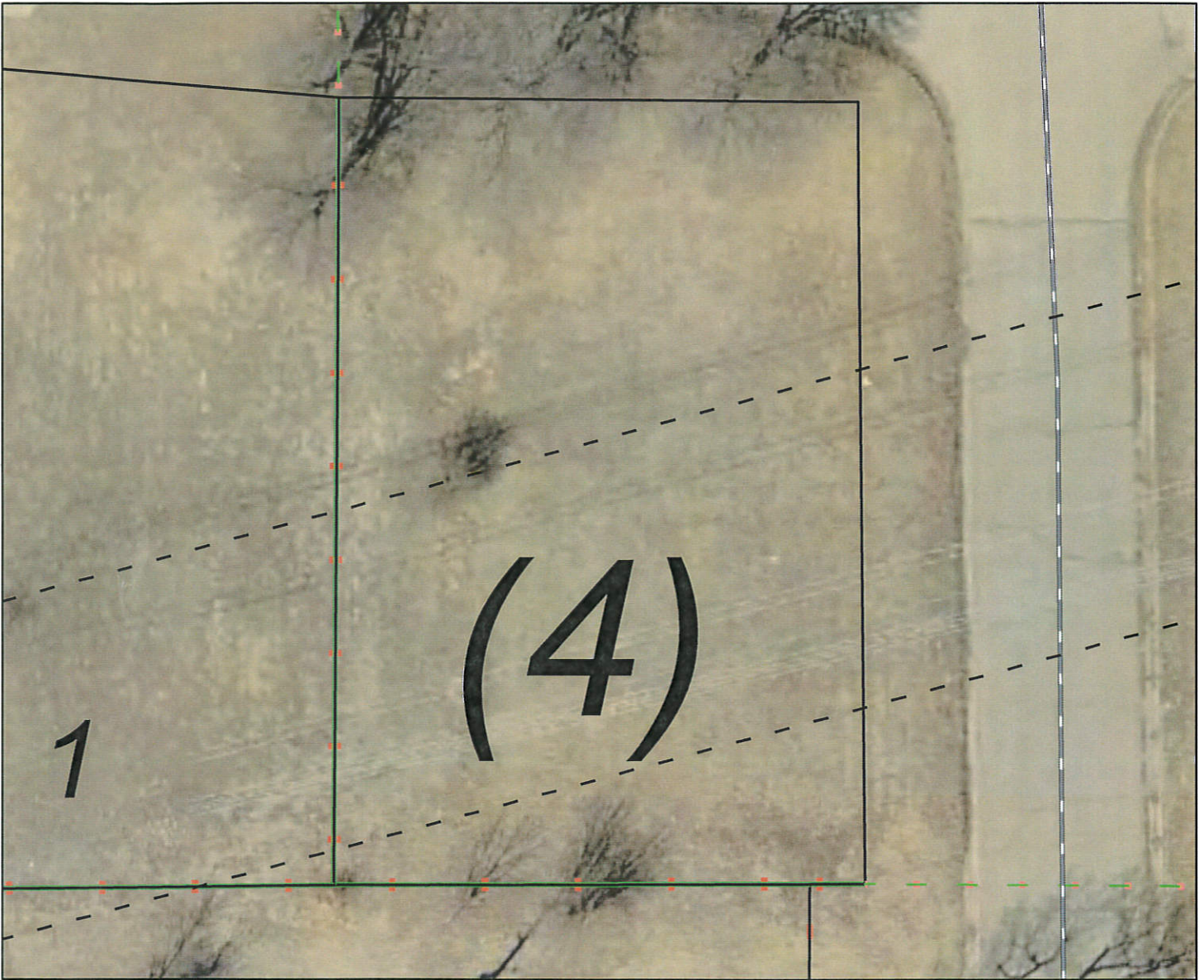
Joseph Bauer

Karen Bauer

RECEIVED
MAR 02 2016
Junction City/Geary County
Planning and Zoning

Junction City Land Bank



SKYLINE DR#3 , BLOCK 4 , Lot 1 , SECTION 14 TOWNSHIP 12 RANGE 05

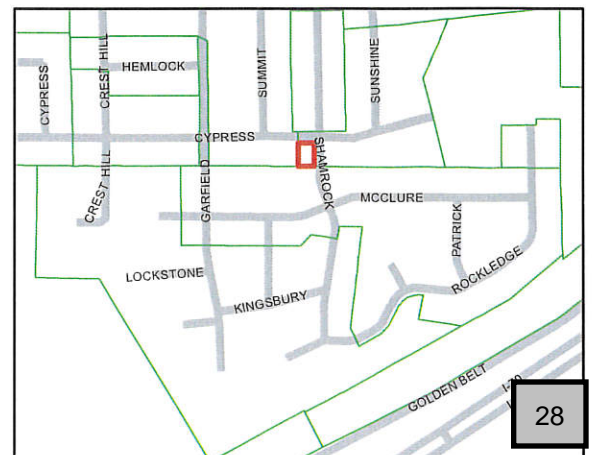


Sq. Ft. 9,631.04

Parcel ID
1161401013001000

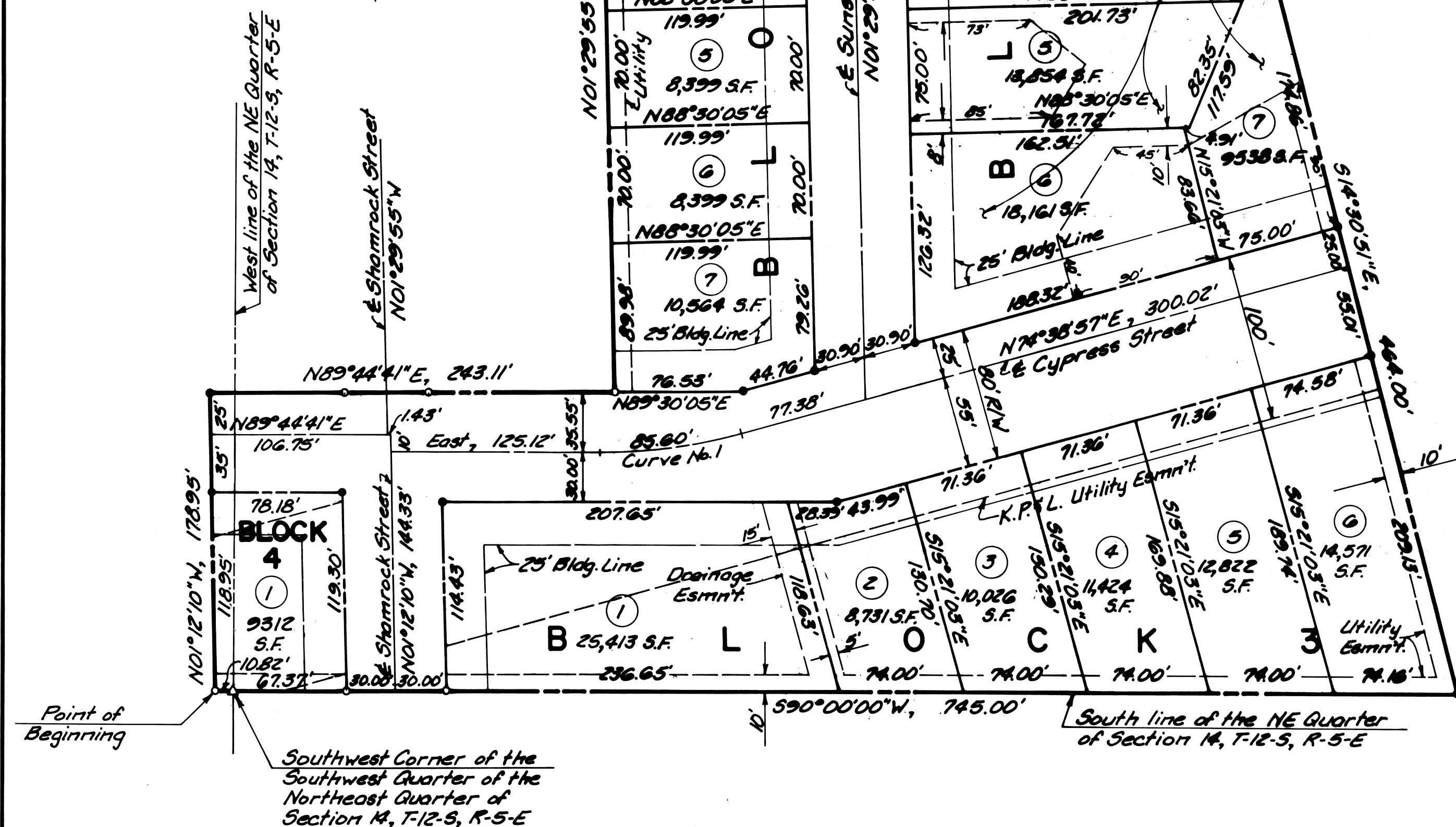
Tax ID: 1-01505

Appraised Value: \$14,600.00





Curve Data
Curve No. 1
Δ = 15°21'03"
D = 17°55'56"
L = 85.60'
Ch = 85.35'
T = 43.06'
R = 319.51'



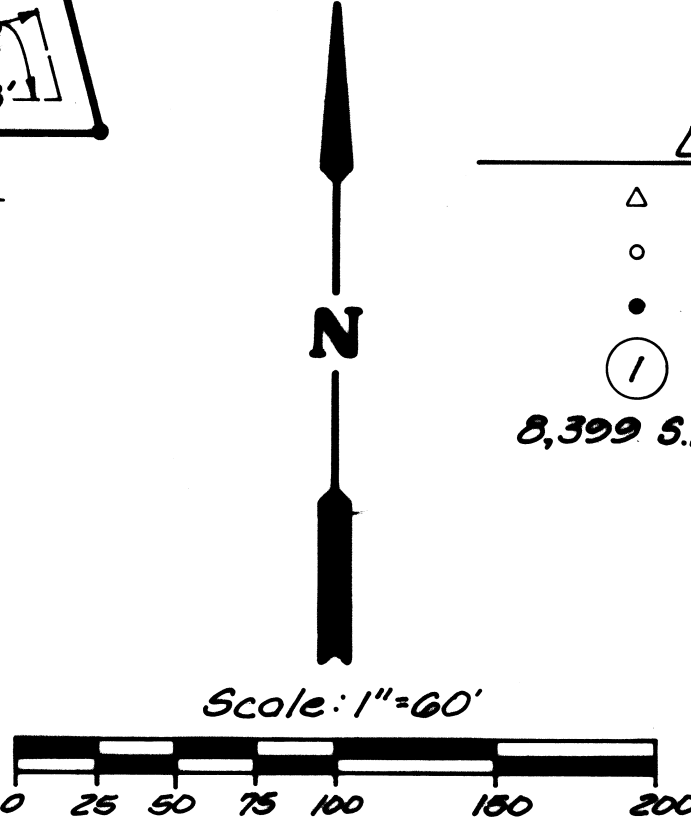
JUNCTION CITY - GEARY COUNTY METROPOLITAN PLANNING COMMISSION CERTIFICATE

This plat of Skyline Drive Addition Unit No. 3 has been submitted to and approved by the Junction City - Geary County Metropolitan Planning Commission, Junction City, Kansas and is hereby transmitted to the City Commission of Junction City, Kansas, with the recommendation that such plat be approved as proposed.
Dated this 12th day of April A.D. 1984

Junction City - Geary County
Metropolitan Planning Commission
By Arthur McKenna Jr. Chairman, Arthur McKenna Jr.
Mason Ashby Secretary, Mason Ashby

Description:
A tract of land located in the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 14, Township 12 South, Range 5 East of the 6th P.M. Geary County, Kansas and described as follows:
Beginning at the Southeast corner of Lot 1, Block 11, Crest Hill Addition Unit No. 3 to Junction City, Kansas said point being 10.82 feet West of the Southwest Corner of the Southwest Quarter of the Northeast Quarter of said Section 14;
thence N01°12'10"W along the East line of said Lot 1, Block 11 a distance of 178.95 feet to a point on the South line of Lot 7, Block 9, Crest Hill Addition Unit No. 4 to Junction City, Kansas;
thence N89°44'41"E along the South line of said Crest Hill Addition Unit No. 4 a distance of 243.11 feet to the Southeast corner of Lot 2, Block 12 of said Crest Hill Addition;
thence N01°29'55"W along the East line of said Crest Hill Addition Unit No. 4 a distance of 514.98 feet to a point on the South line of Skyline Drive Addition Unit One to Junction City, Kansas, said point being the Southwest corner of Lot 1, Block 2 of said Skyline Drive Addition;
thence N85°22'07"E along the South line of said Skyline Drive Addition Unit One a distance of 401.74 feet;
thence N82°28'50"E continuing along the South line of said Skyline Drive Addition Unit One a distance of 128.00 feet;
thence S22°53'44"W a distance of 320.00 feet;
thence S14°30'51"E a distance of 464.00 feet to a point on the South line of the Northeast Quarter of said Section 14, said point also being on the North line of Block 4, South View Heights Addition Unit No. 1 to Junction City, Kansas;
thence S90°00'00"W along the South line of said Northeast Quarter a distance of 745.00 feet to the point of beginning. Containing 8.43 acres more or less.

- Legend
- Δ Section Corner
 - Pin Found
 - 1/2" Rebar Set
 - ① Lot Number
 - 8,399 S.F. Square Footage Lot Area



CERTIFICATE OF CITY COMMISSION

STATE OF KANSAS } SS
CITY OF JUNCTION CITY }
The dedications shown on this plat are hereby accepted by the City Commission this 8th day of May A.D. 1984
Attest FR Gallier City Clerk, FR Gallier
James Smothers Mayor, James Smothers

SURVEYOR'S CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }
I, the undersigned do hereby certify that I am a Registered Land Surveyor in the State of Kansas with experience and proficiency in land surveying; that the heretofore described property was surveyed and subdivided by me, or under my supervision; that all Subdivision Regulations of Junction City, Kansas, have been complied with in the preparation of this plat, and that all of the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.
Given under my hand and seal at Junction City, Kansas this 26th day of March A.D. 1984
Leon D. Osbourne
Land Surveyor

OWNER'S CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }
This is to certify that the undersigned is the owner of the land described in the plat he has caused the same to be surveyed and subdivided as indicated thereon for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.
All street rights-of-way as shown on this plat are hereby dedicated to the public. An easement or license to the public to locate, construct, and maintain or authorize the location, construction, and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the area marked for easements on this plat is hereby granted.
Given under my hand at Junction City, Kansas this 26th day of March A.D. 1984
Dorothy O. Bramlage
Dorothy O. Bramlage

NOTARY CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }
Be it remembered that on this 26th day of March A.D. 1984 before me a notary public in and for said County and State, came Fred C. and Dorothy O. Bramlage, husband and wife, to be personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledge the execution of same in testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.
Helen D. Boyd
Notary Public, Helen D. Boyd
Commission Expires May 14, 1982

COUNTY TREASURER CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }
I do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the plat.
I further certify that I have received all statutory fees in connection with the plat.
Given under my hand and seal at Junction City, Kansas this 16th day of March A.D. 1984
Marie H. Johnson
County Treasurer, Marie H. Johnson

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF KANSAS } SS
COUNTY OF GEARY }
I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in the plat.
Given under my hand and seal at Junction City, Kansas this 16th day of March A.D. 1984
Marie H. Johnson
County Treasurer, Marie H. Johnson

CERTIFICATE OF REGISTER OF DEEDS

STATE OF KANSAS } SS
COUNTY OF GEARY }
This is to certify that this instrument was filed for record in the Register of Deeds Office on the 29th day of May A.D. 1984, at 2:30 A.M. and is duly recorded in Plat Book "D" at Page 34-A
Muriel (Kathy) Smith
Register of Deeds, Muriel (Kathy) Smith
Entered on transfer record this 29th day of May A.D. 1984
Marjorie Davis
County Clerk, Marjorie Davis

SKYLINE DRIVE ADDITION UNIT NO. 3

to
JUNCTION CITY, KANSAS
KAW VALLEY ENGINEERING & DEVELOPMENT, INC.
JUNCTION CITY, KANSAS 66441
ENGINEERS, SURVEYORS, PLANNERS & BUILDERS
Proj. No. 84-767

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot 1, Block 2, 14th Street Commons Addition, Junction City, Geary County, Kansas

Lot 1, Block 4, Skyline Drive Addition Unit No. 3, Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.

/s/ Shawna Settles
Land Bank Secretary
April 5, 2016

Land Bank Board of Trustees Meeting

Backup material for agenda item:

- d. Consideration of Request from KDOT for right-of-way and temporary easement of Land Bank Property.

City of Junction City

City Commission

Agenda Memo

04/01/2016

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: KDOT Property Right-of-Way and Easement of Land Bank Property

Objective: Review Request from KDOT for right-of-way and temporary easement of Land Bank Property.

Explanation of Issue: KDOT is requesting a temporary easement in one parcel and then right-of-way on two parcels of Land Bank property. For the most part, the right-of-way was an existing utility easement on these properties but by them taking this easement it will cause Westar to have to move into the land Bank lots and purchase easement from the Land Bank as Kansas Gas did.

I have attached a copy of the agreement made with KDOT last year for the Highway 77 projects. In Article III Section 2 it states the Secretary shall have the right to utilize land owned or controlled by the City. The key question is does that apply to Land Bank property. The Land Bank Board must decide if it does or can the Land Bank seek reimbursement for this property.

Budget Impact: Any funds received would be paid into the Land Bank account.

Staff Recommendation: This is difficult to make a recommendation as one could argue the even though it is Land Bank owned land it is controlled by the City and also it is presently now a utility easement. The key issue is it worth a battle with KDOT Regardless if sold or given to KDOT, Westar will have to negotiate the purchase of easement which will affect the Land Bank Lots.

Attachments: KDOT Agreement, Temporary Easement Document, Right-of-Way transfer document.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Mike King, Secretary
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

March 31, 2015

Mr. Gregory McCaffrey, P.E.
Municipal Services Director
700 N. Jefferson Street
Junction City, KS 66441

RE: Agreement No. 470-14
Project No.: 77-31 KA-2367-02(-03,-04,-05)
City of Junction City

Description: Road reconstruction in Geary County as further identified under KDOT Project No. KA-2367-01: construct 4-lanes on US-77, a diverging diamond interchange at I-70, US-77/Lacey Drive/Goldenbelt Blvd. intersection improvements, US-77/Rucker Road intersection improvements, and extension of US-77 truck climbing lane south of K-57 junction in Geary County, Kansas; under KDOT Project No. KA-2367-03: reconstruct K-18/Spring Valley Road intersection, including intersection improvements at US-77/Ash St. and US-77/McFarland Road; under KDOT Project No. KA-2367-04: US-77 and K-18 improvements; and under KDOT Project No. KA-2367-05: reconstruct US77 to a 2-lane on 4-lane right of way on an offset alignment, including realignment of Old Milford Road, Quarry Road, Rifle Range Road and connection with old US-77; and any other phases, as later identified and is the subject of this agreement.

Dear Mr. McCaffrey:

We are enclosing your fully executed copy of the agreement for the above mentioned project dated March 30, 2015.

If you have any questions, please feel free to contact Tod Salfrank at (785) 296-3861.

Sincerely,

Ronald J. Seitz, P.E., Chief
Bureau of Local Projects

A handwritten signature in black ink, appearing to read "Tod L. Salfrank".

Tod L. Salfrank,
Assistant Bureau Chief

RJS:TS
Enclosure

c: Mr. Randy West, P.E., District 2 Engineer
Ms. Pam Anderson, Chief Accountant-Federal Aid & Projects, w/original
WinCPMS

**STATE'S
ORIGINAL**

Agreement No. 470-14

PROJECT NO. 77-31 KA-2367-02/-03/-04/-05
NHPP-A236(702), NHPP-A236(703),
NHPP-A236(704)
ROAD RECONSTRUCTION
CITY OF JUNCTION CITY, KANSAS

A G R E E M E N T

This Agreement is between **MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT)** (the "Secretary") and the **City of Junction City, Kansas ("City")**, collectively, the "Parties."

RECITALS:

- A. The Secretary has authorized a road reconstruction project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The Secretary desires to construct the Project on US-77, a city connecting link for the State Highway System, and the City agrees to the Project in the City.
- D. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state or federal funds or a combination of state and federal funds.
- E. Under the terms of the Federal-Aid Highway Act and the rules and regulations of the Federal Highway Administration (FHWA), states and cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of the State of Kansas and federal requirements.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. "Agreement" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "City" means the City of Junction City, Kansas, with its place of business at 700 N Jefferson Street, Junction City, KS 66441.

3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
5. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
6. **"Encroachment"** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
7. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.
8. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
9. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
10. **"Non-Participating Costs"** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
11. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
12. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
13. **"Project"** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: road reconstruction in Geary County as further identified under **KDOT Project No. KA-2367-02: construct 4-Lanes on US-77, a diverging diamond interchange at I-70, US-77/Lacey Drive/Goldenbelt Blvd. intersection improvements, US-77/Rucker Road intersection improvements, and extension of US-77 truck climbing lane south of K-57 junction, in Geary County, Kansas; under KDOT Project No. KA-2367-03: reconstruct K-18/Spring Valley Road intersection, including intersection improvements at US-77/Ash St. and US-77/McFarland Rd; under KDOT Project No. KA-2367-04: US-77 and K-18 improvements; and under KDOT Project No. KA-2367-05: reconstruct US-77 to a 2-lane on 4-lane right of way on an offset alignment, including realignment of Old Milford Road,**

Quarry Road, Rifle Range Road, and connection with old US-77; and any other phases, as later identified, and is the subject of this Agreement.

14. "Right of Way" means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
15. "Secretary" means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
16. "Utilities" or "Utility" means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Project Construction.** The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement.
2. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state or federal funds or a combination of state and federal funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.
3. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state or federal funds or a combination of state and federal funds.
4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the Secretary shall defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City for negligent acts or omissions of the City or its authorized representatives or employees.
5. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third

party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

6. Utilities.

(a) Utility Relocation. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Cost of Relocation.

(i) If the City has a population of less than 2,501 (based on the U.S. Bureau of Census-2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.

(ii) If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

ARTICLE III

CITY RESPONSIBILITIES:

1. Legal Authority. The City shall, by resolution or other official act, authorize the Secretary to undertake and complete the Project within the corporate limits of the City. The City further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. Right of Way.

(a) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing and maintaining the Project. Neither the Secretary nor the FHWA shall participate in the cost of the City's Right of Way or easements, unless the Secretary determines the City will incur an unnecessary hardship. If the Secretary requests, the City shall execute the

appropriate deeds and easements transferring its property rights to the Secretary. If so requested, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and Construction of the Project.

(b) Cooperation in Right of Way Acquisition. The City acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The City will cooperate in that purpose, as necessary, for completion of the Project.

3. Removal of Encroachments. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

4. Future Encroachments. Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

5. Use of Right of Way. All Right of Way provided for the Project shall be used solely for public highway purposes.

6. Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed pursuant to the Design Plans, the City agrees as follows:

(a) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-77 and K-18. In the event that the construction or maintenance of US-77 or K-18 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-77 or K-18 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(b) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the

Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(c) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(d) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

7. Parking Control. The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

8. Access Control. The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

9. Accounting. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

ARTICLE IV

SPECIAL CONDITIONS:

1. Additional Definitions. The following terms as used in this Agreement have the designated meanings:

(a) "Local Roads" means any City jurisdiction roadway facility to be constructed by the Secretary within the Project limits, including but not limited to, the actual roadbed, including bridges, all curbs, culverts, drainage structures, sidewalks, bike paths, traffic signals, and other features located within the associated Right of Way, any connections or re- alignment segments, and any newly-

constructed, improved or reconstructed access or frontage roads or streets connecting to the State Highway System, which are within the City's jurisdictional limits and will be incorporated into the City's roadway system, as shown in the Design Plans.

2. **Retaining Walls.** As part of the Project and as shown in the Design Plans, the Secretary will construct retaining walls at the following locations within City Right of Way: a retaining wall along Lacy Drive (Station 46+85 to Station 58+85) near the Trucking Plaza; and a retaining wall along Sandusky (Station 10+00 to Station 12+34.13). The City will own and maintain the retaining walls after completion of the Project.

3. **Local Roads.** As part of the Project and as shown in the Design Plans, the Secretary will construct improvements to Local Roads, including Local Roads improved in connection with the intersection improvements at: US-77 and Ash Street; US-77 and McFarland Road; K-18 and Spring Valley Road; US-77 and Rucker Road; US-77 and Lacy Drive/Goldenbelt Boulevard. When the Project is completed or the Secretary issues final acceptance for the Local Roads, the City will accept jurisdiction and become responsible for ownership and maintenance for the Local Roads constructed, reconstructed, or improved by the Secretary that are located within the limits of the City.

4. **Financial Obligation.**

(a) **Rucker Road Improvements.** The City will responsible for one hundred percent (100%) of the actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for Project work at the following location: Rucker Road from the Rucker Road/ Patriot Drive intersection 300' in a northwestern direction, a distance east of US-77 ("Rucker Road Improvements"). The estimated cost for Rucker Road Improvements is \$282,000. It is mutually agreed this estimated cost figure is to be used for encumbrance purposes by the City and adjustments will be made based on the actual Project costs.

(b) **K-18 and Spring Valley Road Intersection Improvements.** The city will be responsible for \$130,000 of the actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for Project work at the following location: 10 foot wide pathway along K-18, from Spring Valley Road to the NE quadrant of the K-18/US-77 ramp terminal ("K-18 Pathway Improvements").

(c) **Lacy Drive and Armour Eckrich Drive Intersection Improvements.** The city will be responsible for one hundred percent (100%) of the actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for Project work at the following location: Lacy Drive concrete section from the end of the radius point of US-77 to the east point of Armour Eckrich Drive. ("Lacy Drive Improvements") The estimated cost for Lacy Drive Improvements is \$260,000. It is mutually agreed this estimated cost figure is to be used for encumbrance purposes by the City and adjustments will be made based on the actual Project costs.

5. **Remittance of Costs.** The City shall deposit with the Secretary its estimated share of the Project costs, in accordance with the following schedule: one-third (1/3rd) of its estimated share of the Project costs is due fifty (50) days after the Letting date; thereafter, the City will deposit with the Secretary two (2) annual payments each in an amount equal to one-third (1/3rd) of its estimated share of the Project costs, provided, however, the final payment must include any remaining balance due to the Secretary for the City's share of the costs of the Project.

6. **Payment of Final Billing.** If any further payment is due to the Secretary by the City, that payment shall be made within thirty (30) days after receipt of a billing from the Secretary's Chief of Fiscal Services.

7. **Cash Basis and Budget Laws.** Nothing in this Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. 10-1100 et seq.) and the Kansas Budget Law (K.S.A. 7925 et seq.) and at all times should be construed and interpreted so as to ensure that the City is at all times in compliance with such laws.

8. **Traffic Signals.** As part of the Project and as shown in the Design Plans, the Secretary will purchase and install traffic signals at the intersection located at: US-77 and Lacy Drive/Goldenbelt Boulevard. The City will be responsible for maintenance of all traffic signals installed within the limits of the City for the Project. By a separate traffic signal maintenance agreement, the Secretary will reimburse the City for maintenance of the DDI traffic signals.

9. **Existing Traffic Signals Located Outside City Limits.** By a separate traffic signal maintenance agreement, the Secretary will compensate the City for the City's maintenance of certain KDOT-owned traffic signals that affect the Project located outside the limits of the City at the following intersections: the US-77 and K-244/K-57 South junction; US-77 and Old US-77; Rifle Range Road and US-77; and US-77 and Rucker Road.

10. **Street Lighting.** The Secretary will install and maintain the Street lighting along US-77 from old US-40 highway to Goldenbelt /Lacy Drive within the City limits along with the DDI.

11. **Unofficial Detour.** The project may require improvement to the road surface due to the increased vehicular traffic during construction of the Project. The Secretary will document the condition of the road surface prior to construction and after construction is complete. The extent of any repair work to be performed, if any, will be determined by the Secretary in consultation with the City.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City and the Secretary shall approve such revisions before they become effective.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

3. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.

4. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY CLERK

(Date)



THE CITY OF JUNCTION CITY, KANSAS

MAYOR

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By:

Jerome T. Younger, P.E.

Deputy Secretary and
State Transportation Engineer

3/30/15
(Date)



KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

SPECIAL WARRANTY DEED

THIS DEED, Made this day of **2016**, between **Junction City Land Bank** of the first part, and **The Secretary of Transportation of the State of Kansas** of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That party of the first part, in consideration of the sum of **One Dollar and Other Valuable Consideration**, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of Grantor's interest in the following described real estate situated in the County of Geary and State of Kansas, to wit:

(a) A tract of land in Lots 1 through 10, Prairie Ridge Addition Unit No. 2 to Junction City, Kansas, according to the recorded plat thereof, situated in the Southwest Quarter of Section 3, Township 12 South, Range 5 East of the 6th P.M., described as follows: BEGINNING at the Northwest corner of said Lot 1, said point also being on the Easterly right of way line of existing US-77 Highway; FIRST COURSE, thence on an assumed bearing of South 89 degrees 38 minutes 08 seconds East, 19.75 feet along the North line of said Lot 1; SECOND COURSE, thence South 13 degrees 02 minutes 49 seconds East, 685.00 feet; THIRD COURSE, thence South 14 degrees 28 minutes 26 seconds East, 221.05 feet to the South line of said Lot 10; FOURTH COURSE, thence North 89 degrees 38 minutes 08 seconds West, 27.88 feet along said South line to the Southwest corner of said Lot 10 and said Easterly right of way line; FIFTH COURSE, thence North 19 degrees 48 minutes 24 seconds West, 60.56 feet along said Easterly right of way line and the Westerly line of said lots; SIXTH COURSE, thence North 12 degrees 23 minutes 59 seconds West, 844.01 feet along said Easterly right of way line and the Westerly line of said lots to the POINT OF BEGINNING. The above described tract contains 22,368 square feet, more or less.

This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property.

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

(b) A tract of land in Lots 14 through 16, Prairie Ridge Addition Unit No. 1 to Junction City, Kansas, according to the recorded plat thereof, situated in the Northwest Quarter of Section 3, Township 12 South, Range 5 East of the 6th P.M., described as follows: BEGINNING at the Southwest corner of said Lot 16, said point also being on the Easterly right of way line of existing US-77 Highway; FIRST COURSE, thence on an assumed bearing of South 89 degrees 38 minutes 08 seconds East, 19.75 feet along the South line of said Lot 16; SECOND COURSE, thence North 13 degrees 02 minutes 49 seconds West, 278.56 feet to the North line of said Lot 14; THIRD COURSE, thence South 77 degrees 49 minutes 07 seconds West, 13.46 feet along said North line to the Northwest corner of said Lot 14 and said Easterly right of way line; FOURTH COURSE, thence South 05 degrees 16 minutes 29 seconds East, 21.41 feet along said Easterly right of way line and the Westerly line of said lots; FIFTH COURSE, thence South 12 degrees 23 minutes 59 seconds East, 252.98 feet along said Easterly right of way line and the Westerly line of said lots to the POINT OF BEGINNING. The above described tract contains 4857 square feet, more or less.

This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property.

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

SUBJECT TO all encumbrances, easements and restrictions of record.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, Grantor hereby covenanting that the above described real estate is free and clear of any encumbrance done or suffered by Grantor, except as hereinabove stated, and that Grantor will warrant and forever defend the same, unto said party of the second part, it's successors and assigns, against the lawful claims and demands of all persons claiming under party of the first part but none other.

Signature Page to Immediately Follow.

IN WITNESS WHEREOF, party of the first part has hereunto subscribed their name, the day and year first above written.

Junction City Land Bank

Rev. 3-01 81977 3M 11-81

STATE OF Kansas, Geary COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____, 2016,

before me, the undersigned, a notary public in and for the County and State aforesaid, came

who is personally known to me to be the same person _ who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

, Notary Public
My appointment expires

**KANSAS DEPARTMENT OF TRANSPORTATION
DISBURSEMENT OF PROCEEDS STATEMENT**

PROJECT: 77-31 KA-2367-04

TRACT: 13

JOB: 3516

DATE OF CONVEYANCE:

GROSS PROCEEDS: \$0.00

Landowner(s), Purchaser(s) Under Contract and Parties of Interest Receiving All or Any Portion of Gross Proceeds

<u>NAME</u>	<u>DESCRIPTION</u>	<u>GROSS PROCEEDS DISBURSEMENT</u>
Junction City Land Bank	1,748 SF for TE=\$0.00	\$0.00

I agree and authorize KDOT to disburse the gross proceeds as allocated above. If a Disbursement of Proceeds Statement is not provided, IRS Regulations Sec. 1.6056-4 requires the gross proceeds to be reported to each seller. I further understand this disbursement will be used for tax liability purposes.

Junction City Land Bank

VERIFIED BY _____ DATE _____

VERIFIED BY _____ DATE _____

KANSAS DEPARTMENT OF TRANSPORTATION

TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this day of , 2015, by
and between

Junction City Land Bank
City Commission Room
700 N. Jefferson
Junction City, Kansas 66441

landowner(s), and the Secretary of Transportation of the State of Kansas.

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant to the Secretary of Transportation, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Geary, State of Kansas:

A tract of land in Lots 7 through 9, Block 1, Turkey Hollow Addition to Junction City, Kansas, according to the recorded plat thereof, situated in the Northwest Quarter of Section 3, Township 12 South, Range 5 East of the 6th P.M., described as follows: BEGINNING at the Southwest corner of said Lot 9, said point also being on the Easterly right of way line of existing US-77 Highway; FIRST COURSE, thence on an assumed bearing of North 00 degrees 57 minutes 06 seconds West, 73.67 feet; SECOND COURSE, thence North 12 degrees 14 minutes 46 seconds West, 167.76 feet to said Easterly right of way line and the Westerly line of said lots; THIRD COURSE, thence South 07 degrees 16 minutes 55 seconds East, 168.21 feet along said Easterly right of way line and Westerly line of said lots; FOURTH COURSE, thence South 12 degrees 20 minutes 45 seconds East, 72.42 feet along said Easterly right of way line and Westerly line of said lots to the POINT OF BEGINNING. The above described tract contains 1748 square feet, more or less.

For the purpose of highway construction as shown by the plans of road project 77-31 KA-2367-04.

Said right of entrance, occupation and use to continue only during the construction and completion of the above project.

It is further agreed by and between the parties hereto that this easement is not intended to change the highway right of way line as it now exists.

The Secretary of Transportation agrees to pay the landowner(s) a lump sum of 0.00 Dollars for the temporary easement over and upon the above described property, pursuant to the "Disbursement of Proceeds Statement," incorporated herein by reference, acknowledged and signed by the landowner(s).

It is understood and agreed that the consideration for said temporary easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

This easement expires ninety days (90) after completion of the highway construction project for which this easement is acquired.

IN WITNESS WHEREOF the parties have signed this agreement on the day and year first above written.


Landowner(s): Junction City Land Bank

ATTEST:

Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

Recommended by:

BY: _____
ROBERT A. STORK, CHIEF
BUREAU OF RIGHT OF WAY



Thomas E. Allen, Right of Way Agent

On this _____ day of _____ A.D. _____, before me, a notary public in and for
said county and state, personally appeared

to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge
the execution thereof.

, NOTARY PUBLIC

My commission expires

Land Bank Board of Trustees Meeting

Backup material for agenda item:

- e. Discuss the Marketing of Land Bank Lots.

City of Junction City

City Commission

Agenda Memo

04/01/2016

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: Marketing of Land Bank Property

Objective: Review the Marketing of Land Bank Property

Explanation of Issue: We would like to discuss a couple of issues regarding the marketing of Land Bank property.

1. If someone wants to purchase Land Bank property can staff move forward if anyone wants to purchase a lot for the price of \$5,000 instead of first taking the offer to the Land Bank for the approval and then start the process?
2. David and I have talked about the possibility of offering a realtor a fee if they sell a Land Bank lot.

Budget Impact:

Staff Recommendation:

Attachments: